

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of the U.S. Trademark Registration No. 3,104,426

Date of Registration: June 13, 2006

Mark: CINQUE

---

CINQUE MODA GMBH

Petitioner,

v.

LESTER M. GRIFFIN and LAVANIEL  
W. GRIFFIN, a California Partnership,

Respondent.

---

*76, 588, 103*

**Cancellation No. 92052576**

BOX TTAB  
Commissioner of Trademarks  
PO BOX 1451  
Alexandria, VA 22313-1451

**PETITIONER'S NOTICE OF RELIANCE  
AND DECLARATION OF URSULA B. DAY**

Petitioner, Cinque, Moda GmbH ("Petitioner") by and through their undersigned attorney, pursuant to Trademark Rules to 37 C.F.R. § 2.120(j) hereby submits portions of the discovery request and responses, Petitioner considers relevant for the further proceeding. The submission is timely and within Petitioner's trial period.

Petitioner hereby makes of record portions of Respondent's responses to Petitioner's First Set of Interrogatories to Registrant, as follows:



Interrogatory No. 4 and amended Response

Interrogatory No. 5 and Response

Interrogatory No. 6 and Response

Interrogatory No. 7 and Response

Interrogatory No. 8 and Response

Interrogatory No. 11 and Response

Interrogatory No. 14 and Response

Copies of the relevant portions of Petitioner's First Set of Interrogatories to Respondent and copies of the relevant portions of Respondent's Responses to Petitioner's First Set of Interrogatories and copies of the relevant portions of the Respondent's Amended Responses to Petitioner's First Set of Interrogatories are attached hereto as Exhibit A.

The material presented is relevant to the issue of abandonment of the mark.

Pursuant to 37 C.F.R. § 2.120(j), Petitioner hereby makes of record portions of Petitioner's Second Set of Interrogatories to Respondent and Respondents' responses to Petitioner's Second Set of Interrogatories.

Interrogatory No. 1 and Response

Interrogatory No. 2 and Response

Copies of the relevant portions of Respondent's Responses to Petitioner's Second Set of Interrogatories and copies of the relevant portions of the Registrant's Amended Responses to Petitioner's Second Set of Interrogatories are attached hereto as Exhibit B.

The material presented is relevant to the issue of abandonment of the mark.

Pursuant to 37 C.F.R. § 2.120(j), Petitioner hereby makes of record portions of responses of Respondent to Petitioner's First Set of Admissions, as follows:

Request for Admission No. 1 and Response

Request for Admission No. 4 and Response

Request for Admission No. 8 and Response

Request for Admission No. 10 and Response

Request for Admission No. 11 and Response

Request for Admission No. 13 and Response

Request for Admission No. 14 and Response

Copies of the relevant portions of Petitioner's First Set of Admissions to Registrant and Respondents Responses to Petitioner's First Set of Admissions are attached hereto as Exhibit C.

The material presented is relevant to the issue of abandonment of the mark.

The Declaration of Ursula B. Day submitted in support of the Notice of Reliance identifies documents produced by Respondent is attached hereto as Exhibit D.

The material presented is relevant to the issue of abandonment of the mark.

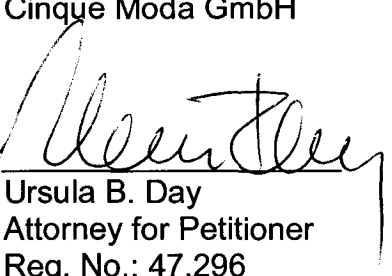
Petitioner also makes of record a printed publication of a webpage at hometownprods.com. The publication is relevant in relation to the Respondent's non-sales of goods under the mark.

Petitioner will also rely on the entire registration file for the mark at issue. Petitioner respectfully requests that all the foregoing be made of record in this proceeding.

Date: January 19, 2012

Respectfully submitted,  
Cinque Moda GmbH

By:

  
Ursula B. Day  
Attorney for Petitioner  
Reg. No.: 47,296  
708 Third Avenue, Suite 1501  
New York, NY 10017  
Tel.: (212) 904-1815

# EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.  
For the mark CINQE 3,104,426

Date registered:

-----	X
Cinque Moda GmbH	)
	)
Petitioner,	)
	)
vs.	)
	)
Lester M. Griffin	)
Lavaniel W. Griffin	)
A California Partnership	)
	)
Respondent.	)
-----	X

Cancellation No. 92052576

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PETITIONER'S FIRST SET OF INTERROGATORIES TO REGISTRANT**

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner, Cinque Moda GmbH ("Cinque Moda"), through counsel of record, Law Firm of Ursula B. Day hereby propounds its First Set of Interrogatories on Respondent, Lester M. Griffin, Lavaniel W. Griffin, a California partnership ("Griffin" or "Respondent"). Respondent shall serve its written answers to these interrogatories within the time provided by the Federal Rules of Civil Procedure and the Trademark Rules of Practice upon Applicant at the

address of its counsel: Ursula B. Day, 708 Third Avenue, New York, NY 10017.

### **INSTRUCTIONS AND DEFINITIONS**

For the purposes of these Interrogatories, the following Instructions and Definitions shall apply:

1. "Petitioner" means Cinque Moda, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.

2. "Registrant," "You" and/or "Your" means Griffin, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.

3. "Person" means any individual, sole proprietorship, partnership, firm, corporation, joint venture, association, or other entity.

4. "Your Business Entities" refers to Griffin and any parent companies, subsidiaries or sister companies.

5. "Documents" is used in a comprehensive sense and includes, without limitation, letters, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, work sheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings of whatsoever nature; including copies or mechanical or photocopy reproduction or any or all of the foregoing items, and where such latter items contain any marking not appearing on the original or are altered from the original, then such items shall be considered to be separate original documents, and copies of non-paper information storage means such as tape, film and computer memory device in

readable form.

6. Whenever in the following interrogatories a request is made to "identify" documents, the term "identify" means to tabulate each document in the designated category, supplying separately as to each such document the following information:

- a. The type of document (e.g., letter, notebook, etc.) and the number of pages of which it consists;
- b. The date of the document, if any (and if no date appears thereon, the answer shall so state and shall give the date or approximate date that such document was prepared);
- c. The date on which the document came into Your possession or control, if different from the date appearing on the document itself;
- d. The name and title of the signer of the document and the name and title of the author, if different from that of the signer, (and if it was not signed, the answer shall so state and shall give the name and title of the person who prepared it, if known, and if not known, the answer shall so state);
- e. The name and title of each recipient or addressee of such document (whether specifically named therein or not), who received copies of the document, either at the time of initial distribution or any subsequent time;
- f. A brief summary of the subject matter of the document; and
- g. The present whereabouts of the document and the name and address of the custodian thereof.

7. Whenever in the following interrogatories a request is made to "identify" documents appears, Griffin shall produce within this judicial district for inspection and copying by Cinque Moda's counsel, true and correct copies of the documents as they are kept in the usual course of business or organized and labeled to correspond with the categories in the request, of which a list is requested; and such production of copies will be accepted as compliance with

such request.

8. Whenever in the following interrogatories a request is made to "identify" a person or entity, this shall mean to give the person or entity's name, company title if a person, contact address and telephone number sufficient for service of process.

9. "Thing" means any physical object other than a document.

10. "Trademark" means trademark or service mark.

11. "Griffin's Federal Mark" or "Your Mark" or "The Mark" means the trademark Cinque Registration No. 3,104,426.

12. "Use, Using or Used a mark" includes identifying the name of the product or service, the manner in which the mark was, is or will be used in relation to the product or service, the dates of use or intended use, and the geographic locations where the mark was, is or will be used.

13. Should Communications deem to be privileged any documents concerning which information or inspection is requested by any of the following interrogatories, Communications shall list such documents and supply information as requested in Paragraph 5 above concerning such documents, and additionally shall indicate that it claims privilege therefore, briefly state the grounds on which the claim of privilege rests, identify who is making the claim of privilege, and identify the portion of the document to which the claim extends. Further, Communications shall identify the extent, if any, that the document contains:

- a. Authorizations to file applications and/or take other steps to obtain trademark registration;
- b. Documents or information for submission of the U.S. Patent and Trademark Office and/or appearing in the public record of any application file;
- c. Compendiums of filing fees and requirements for registration or



applications for registration in the United States or any foreign country;

- d. Resumes of applications filed or registrations obtained or rejected;
- e. Information communicated to an attorney primarily for aid in completing or prosecuting trademark applications;
- f. Business advice;
- g. Communications not made in confidence or whose confidentiality has been waived;
- h. Documents written by or obtained from third parties; taken to renew the agreement or to exercise an option to renew. If active steps toward renewal or the exercise of an option to renew have been taken, identify all correspondence relating thereto.

**INTERROGATORY NO. 4:**

If You have licensed Your Mark to any person or entity at any time since its date of first use to the present, identify all terms and conditions for each such license, including the name of the licensee, the nature of license granted, the dates of the license, the goods/services for which the license was granted, and the geographic scope of use for each license.

**Answer:**

**INTERROGATORY NO. 5:**

State all the types goods on which Your Mark was used since first use was claimed; state with specificity the date when each of the following:

1. pants
2. shirts
3. jackets
4. shoes
5. hats
6. T-shirts

were first used and the date used prior to this cancellation.

**Answer:**

**INTERROGATORY NO. 6:**

State with specificity how You advertise, market and promote all goods/services offered under Your Mark identifying in Your answer every state within the United States in which You advertise, market and/or promote Your Mark and the corresponding dates for each State.

**Answer:**

**INTERROGATORY NO. 7:**

State with specificity the types of customers to whom You target the goods/services offered under Your Mark including in Your answer whether they are of a particular demographic group such as a particular age, gender, or have a particular interest.

**Answer:**

**INTERROGATORY NO. 8:**

State with specificity the approximate annual dollar amount expended by You in the advertising, marketing and promotion of Your Mark by year for the last 4 years.

**Answer:**

**INTERROGATORY NO. 9:**

Identify the person(s) most knowledgeable concerning Your advertising, marketing and promotion of Your Mark from the time You adopted The Mark until the present.

**Answer:**

**INTERROGATORY NO. 10:**

State with specificity the channels of trade in which each of the goods/services offered under Your Mark or were offered, and/or will be offered, including, but not limited to a description of the type(s) of retail and/or wholesale outlets in which the goods/services will be offered to the public and a description of how sales are made and/or will be made to the ultimate user or consumer of Your goods/services.

**Answer:**

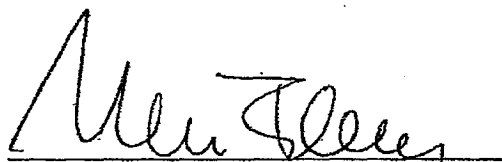
**INTERROGATORY NO. 11:**

Identify all media, including, but not limited to, publications, television and radio, pod cast, websites, and direct mailings in which Your Mark has been advertised, marketed and/or promoted and for each state the date(s) and geographic scope of each issue, publication or broadcast or mailing.

**Answer:**

**INTERROGATORY NO. 14:**

Identify with specificity Your business structure including any affiliates, sister companies, subsidiaries, or parent companies.

A handwritten signature in black ink, appearing to read "Ursula B. Day", is written over a horizontal line.

Ursula B. Day  
Attorney for Applicant  
708 Third Avenue, Suite 1501  
New York, NY 10017  
Tel. (212) 904-1915  
Fax (212) 244-2233

Dated: September 23, 2010  
UBD:gm

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In re: Reg. No. 3,104,426**

Cinque Moda GmbH	)	DOCKET No.: TM/CINQUE
	)	
Petitioner,	)	CANCELLATION NO. 92052576
	)	
vs.	)	
	)	
LESTER M. GRIFFIN	)	
LAVANIEL W. GRIFFIN, A California	)	
Partnership	)	
	)	
Respondent.	)	
	)	

---

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PROPOUNDING PARTY:** CINQUE MODA GmbH

**RESPONDING PARTY:** LESTER M. GRIFFIN – [AMENDED RESPONSE]

**SET NUMBER:** ONE

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,  
LESTER M. GRIFFIN, (“Griffin”) responds to Interrogatories as follows:

RESPONSE TO INTERROGATORIES

## PREAMBLE

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

\\

\\

\\

\\

\\

\\



**RESPONSE TO INTERROGATORY NO. 4**

There have been NO licenses granted.

**RESPONSE TO INTERROGATORY NO. 5**

Hats: April 1, 2004 to February 3, 2005

T-shirts: April 1, 2004 - present

**RESPONSE TO INTERROGATORY NO. 6**

Internet advertising commencing January 7, 2004 in the State of California; word of mouth and retail store displays in California and Illinois commencing January 7, 2004.

**RESPONSE TO INTERROGATORY NO. 7**

African American men and women between the ages 25 to 50.

**RESPONSE TO INTERROGATORY NO. 8**

\$0.00 expended in advertising, marketing and promotion of the Mark for the last 4 years.

**RESPONSE TO INTERROGATORY NO. 9**

Lester Griffin and Lavaniel Griffin

**RESPONSE TO INTERROGATORY NO. 10**

Channels of trade include on-line sales through hometownprods.com where the sales transactions occur using PayPal; additional sales occur in retail outlets where word of mouth and foot traffic drive sales of t-shirts. These sales often occur on a cash basis.

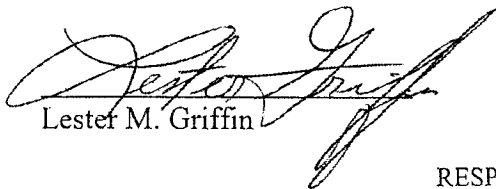
**RESPONSE TO INTERROGATORY NO. 11**

No media used to advertise, market or promote the Mark.

**RESPONSE TO INTERROGATORY NO. 14**

My brother and I have no business structure. We operate our business as individuals.

Executed on the \_\_\_\_ day of December 2010.

  
Lester M. Griffin

RESPONSE TO INTERROGATORIES

## **EXHIBIT B**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.  
For the mark CINQE 3,104,426

Date registered:

----- X  
Cinque Moda GmbH )  
 )  
Petitioner, )  
 )  
vs. )  
 )  
Lester M. Griffin )  
Lavaniel W. Griffin )  
A California Partnership )  
 )  
Respondent. )  
----- X

Cancellation No. 92052576

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PETITIONER'S SECOND SET OF INTERROGATORIES TO REGISTRANT**

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner, Cinque Moda GmbH ("Cinque Moda"), through counsel of record, Law Firm of Ursula B. Day hereby propounds its Second Set of Interrogatories on Respondent, Lester M. Griffin, Lavaniel W. Griffin, a California partnership ("Griffin" or "Respondent"). Respondent shall serve its written answers to these interrogatories within the time provided by the Federal Rules of Civil Procedure and the Trademark Rules of Practice upon Applicant at the

address of its counsel: Ursula B. Day, 708 Third Avenue, New York, NY 10017.

### **INSTRUCTIONS AND DEFINITIONS**

For the purposes of these interrogatories, the Instructions and Definitions set forth in Petitioner's First Set of Interrogatories shall apply and are hereby incorporated verbatim by reference.

#### **INTERROGATORY NO. 1:**

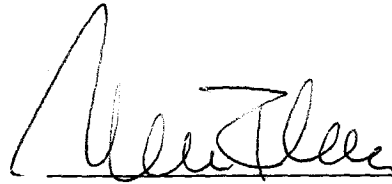
State with specificity the volume of sales, by year for the last 4 years, for each of the goods bearing Your Mark listed separately.

**Answer:**

#### **INTERROGATORY NO. 2:**

Identify with specificity the volume of sales for each of the goods sold by each of Your consignees for the last 4 years.

**Answer:**



Ursula B. Day  
Attorney for Applicant  
708 Third Avenue, Suite 1501  
New York, NY 10017  
Tel. (212) 904-1915  
Fax (212) 244-2233

Dated: December 15, 2010  
UBD:gm

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In re: Reg. No. 3,104,426**

Cinque Moda GmbH	)	<b>DOCKET No.: TM/CINQUE</b>
	)	
Petitioner,	)	<b>CANCELLATION NO. 92052576</b>
	)	
vs.	)	
	)	
LESTER M. GRIFFIN	)	
LAVANIEL W. GRIFFIN, A California	)	
Partnership	)	
	)	
Respondent.	)	
	)	

---

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PROPOUNDING PARTY:** CINQUE MODA GmbH

**RESPONDING PARTY:** LAVANIEL W. GRIFFIN

**SET NUMBER:** TWO

Pursuant to Rule 33, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,  
LAVANIEL W. GRIFFIN, ("Griffin") responds to Interrogatories as follows:

RESPONSE TO INTERROGATORIES



## **PREAMBLE**

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

\\

\\

\\

\\

\\

\\

RESPONSE TO INTERROGATORIES

**RESPONSE TO INTERROGATORY NO. 1**

T-shirts        300    2006  
T-shirts        300    2008  
T-shirts        300    2010

**RESPONSE TO INTERROGATORY NO. 2**

Walter Owens        T-Shirts        900    (since 2006)  
(awaiting information from other consignees)

I declare under penalty of perjury that the foregoing Response to Interrogatories [Set Two] is true and correct.

Executed on the 29 day of December 2010.

  
Lavaniel W. Griffin

## **EXHIBIT C**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No. 3,104,426  
For the mark CINQUE

Date registered: June 13, 2006

Cinque Moda GmbH	X	
	)	
Petitioner,	)	
	)	
vs.	)	
	)	Cancellation No. 92052576
Lester M. Griffin	)	
Lavaniel W. Griffin	)	
A California Partnership	)	
	)	
Respondent.	)	
	X	

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PETITIONER'S FIRST SET OF REQUESTS FOR ADMISSIONS TO REGISTRANT**

Pursuant to Rule 36, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner Cinque Moda GmbH ("Cinque") through counsel of record, URSULA B. DAY, hereby propounds its First Set of Requests for Admissions to Registrants, Lester M. Griffin and Lavaniel W. Griffin ("the Griffins"). Registrant's shall serve their written responses to these requests within the time provided by the Federal Rules of Civil Procedure, the Trademark Rules of Practice and the current discovery schedule upon Registrant at the address of its counsel: URSULA B. DAY, ESQ. 708 Third Avenue, Suite 1501, New York, NY 10017.

## **INSTRUCTIONS AND DEFINITIONS**

For the purposes of these requests, the following Instructions and Definitions shall apply:

1. "Petitioner" means Cinque Moda GmbH, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.
2. "Registrant," "You" and/or "Your" means Lester Griffin and Lavaníel Griffin any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.
3. "Person" means any individual, sole proprietorship, partnership, firm, corporation, joint venture, association, or other entity.
4. "Your Business Entities" refers to Lester Griffin and Lavaníel Griffin and any companies or partnerships associated therewith.
5. "Documents" is used in a comprehensive sense and includes, without limitation, letters, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, work sheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings of whatsoever nature; including copies or mechanical or photocopy reproduction or any or all of the foregoing items, and where such latter items contain any marking not appearing on the original or are altered from the original, then such items shall be considered to be separate original documents, and copies of non-paper information storage means such as tape, film and computer memory device in readable form.
6. "Thing" means any physical object other than a document.

7. "Trademark" means trademark or service mark.
8. "Your Mark" or "The Mark" means the trademark "Cinque", Registration No. 3,104,426 for international class 25.
9. "Use, Using or Used a mark" includes identifying the name of the product or service, the manner in which the mark was, is or will be used in relation to the product or service, the dates of use or intended use, and the geographic locations where the mark was, is or will be used.

### **REQUESTS FOR ADMISSIONS**

#### **REQUEST NO. 1:**

Admit that all documents to be produced by You in response to Registrant's First Set of Request for Production of Documents were authentic in that they are either the original documents, or a true and accurate copy of the original.

#### **REQUEST NO. 4:**

Admit that Your mark has not been used in commerce anywhere in connection with hats after 2005.

**REQUEST NO. 6:**

Admit that Your mark is not used as a source of origin.

**REQUEST NO. 8**

Admit You are currently not expending any money promoting "Cinque".

**REQUEST NO. 11:**

Admit You have no written licenses for Your mark.

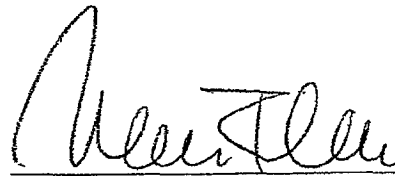
**REQUEST NO. 13:**

Admit that Lester and Lavaniel are not a California partnership as stated on the Certificate of Registration.

**REQUEST NO. 14:**

Admit that Lester Griffin and Lavaniel Griffin are joint owners of the U.S. trademark registration No. 3,104,426.

Dated: December 15, 2010.



Ursula B. Day  
Reg. No.: 47,206  
Attorney for Petitioner  
708 Third Avenue  
Suite 1501  
New York, NY 10017  
212-904-1815 voice  
212-244-2233 fax  
e-mail [patentlaw@ursuladay.net](mailto:patentlaw@ursuladay.net)



**In re: Reg. No. 3,104,426**

Respondent.

) DOCKET No.: TM/CINQUE  
)  
)  
)  
) CANCELLATION NO. 92052576  
)  
)  
)  
)  
)  
)  
)  
)

1

## **PREAMBLE**

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

\\

\\

\\

\\

\\

\\

**RESPONSE TO RFA NO. 1**

ADMIT

**RESPONSE TO RFA NO. 4**

ADMIT

**RESPONSE TO RFA NO. 8**

ADMIT

**RESPONSE TO RFA NO. 10**

ADMIT

**RESPONSE TO RFA NO. 11**

ADMIT

**RESPONSE TO RFA NO. 13**

ADMIT

**RESPONSE TO RFA NO. 14**

ADMIT

I declare under penalty of perjury that the foregoing Response to Requests for Admissions is true and correct.

Executed on the 29 day of December 2010.

  
Lavaniel W. Griffin

## **EXHIBIT D**

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of the U.S. Trademark Registration No. 3,104,426

Date of Registration: June 13, 2006

Mark: CINQUE

CINQUE MODA GMBH	)	
	)	
	)	
Petitioner,	)	<b>Cancellation No. 92052576</b>
	)	
v.	)	
	)	
LESTER M. GRIFFIN and LAVANIEL	)	
W. GRIFFIN, a California Partnership,	)	
	)	
Respondent.	)	

**DECLARATION OF URSULA B. DAY**

I, Ursula B. Day, declare as follows:

1. I am an attorney and member in good standing of the bar of the State of New York and the principal of the Law Office of Ursula B. Day with an address at 708 Third Avenue, Suite 1501 in New York, NY 10017 and I represent the Petitioner in the above identified cancellation proceeding.
  
2. I make this declaration in support of PETITIONER'S NOTICE OF RELIANCE relating to documentary evidence which was produced to Petitioner by the Respondent in response to Petitioner's discovery requests propounded to Respondent.
  
3. Petitioner served Petitioner's First Set of Requests for Production Document to Respondent ("Request for Documents") on September 23,

2010. A copy of the Requests for Documents is attached hereto as Exhibit 1.

4. In response to the Request for Documents, Respondent produced the following answers and the following documents: The Answers and documents are attached hereto as Exhibit 2.

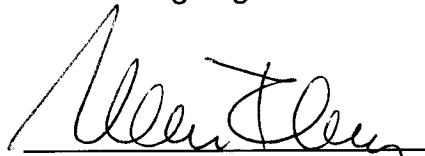
- i. 4 "Consignment Agreements". The "Consignment Agreements" speak for themselves. The 4 "Consignment Agreements" are each signed by the Respondent. None of them specify the merchandise being consigned. 3 of the 4 "Consignment Agreements" each was executed bearing a date after the filing date of the cancellation proceeding. One Consignment Agreement bears a date of April 1, 2004.
- ii. "Sales Receipt" No. 1016 for \$115.00 and "Sales Receipt" No.1017 for \$100.00, each dated 2/16/2006 from Barry Kay Enterprises, Inc. to Lester Griffin for something unspecified.
- iii. "Invoice" from Coastline Graphics dated June 22, 2010. The "Invoice" speaks for itself and shows a date that is after the filing date of the cancellation proceeding.
- iv. "Purchase order" No. 020340 dated May 15, 2009 from Kathy's Uniforms 1870 W. Carson St. Suite "F" Torrance, CA 90501 to Lester indicating "Cinque Freedom".
- v. 3 "Receipts", respectively dated June 1, 2008, May 3, 2006 and August 2, 2010 each for \$750.00 for "Cinque T-shirts". It is noted that the Receipt with number 498823 bears a date that is after the filing date of the cancellation proceeding.

- v. 3 "Receipts", respectively dated June 1, 2008, May 3, 2006 and August 2, 2010 each for \$750.00 for "Cinque T-shirts". It is noted that the Receipt with number 498823 bears a date that is after the filing date of the cancellation proceeding.
  - vi. An "order" slip 123173 from July 7, 2010 to Lavaniel Griffin for 199.80 of writing that reads "1 Whirlpool Fridge". It is noted that the date of the order slip bears a date that is after the filing date of the cancellation.
  - vii. A Schedule C-EZ of form 1040 titled "Net Profit from Business" 2006 showing a gross receipt of \$750.
  - viii. 3 undated photos, one showing a pink and black T-shirt with "Cinque" on the front. The other two each showing the same pink and black T-shirt.
5. Attached as Exhibit 3 is a printed publication which represents the printout of the webpage "hometownproducts.com" from the internet.

I declare under penalty of perjury that the foregoing is true and correct.

Date:

Jan 19, 2012

  
Ursula B. Day



## EXHIBIT 1

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.  
For the mark CINQE 3,104,426

Date registered:

----- X  
Cinque Moda GmbH )  
 )  
Petitioner, )  
 )  
vs. )  
 )  
Lester M. Griffin )  
Lavaniel W. Griffin )  
A California Partnership )  
 )  
Respondent. )  
----- X

Cancellation No. 92052576

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PETITIONER'S FIRST SET OF REQUESTS FOR PRODUCTION OF  
DOCUMENTS TO REGISTRANT.**

Pursuant to Rule 34, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2.120, Petitioner, Cinque Moda GmbH ("Cinque Moda"), through counsel of record, Law firm of Ursula B. Day, hereby propounds its First Set of Requests for Production of Documents on respondent, Lester M. Griffin, Lavaniel W. Griffin, a California partnership ("Griffin" or "Respondent"). Respondent shall serve its written answers to these requests within the time provided by the Federal Rules of Civil Procedure and the Trademark Rules of Practice upon

Applicant at the address of its counsel: Ursula B. Day, Esq. 708 Third Avenue, Suite 1501 New York, NY 10017.

### **INSTRUCTIONS AND DEFINITIONS**

For the purposes of these requests, the following Instructions and Definitions shall apply:

1. "Petitioner" means Cinque Moda GmbH, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.
2. "Respondent," "You" and/or "Your" means Griffin, any and all predecessors-in-interest, and all of its past or present principals, members, employees, agents, representatives, attorneys, or other persons or entities acting or purporting to act for, on behalf of, or with, all or any of them.
3. "Person" means any individual, sole proprietorship, partnership, firm, corporation, joint venture, association, or other entity.
4. "Your Business Entities" refers to Griffin. and any parent companies, subsidiaries or sister companies of Communications.
5. "Documents" is used in a comprehensive sense and includes, without limitation, letters, intra-corporate communications, reports, memoranda, minutes, bulletins, circulars, instructions, work assignments, notebooks, sketches, drawings, photographs, prints, drafts, work sheets, advertisements, catalogues, invoices, signs, non-paper information storage, and other writings of whatsoever nature; including copies or mechanical or photocopy reproduction or any or all of the foregoing items, and where such latter items contain any marking not appearing on the original or are altered from the original, then such items shall be considered to be separate original documents, and copies of non-paper

information storage means such as tape, film and computer memory device in readable form.

6. "Thing" means any physical object other than a document.

7. "Trademark" means trademark or service mark.

8. "Griffin's Federal Mark" or "Your Mark" or "The Mark" means the trademark "Cinque", Registration No. 3,104,426, for international class 25.

9. "Use, Using or Used a mark" includes identifying the name of the product or service, the manner in which the mark was, is or will be used in relation to the product or service, the dates of use or intended use, and the geographic locations where the mark was, is or will be used.

### **INSTRUCTIONS**

10. These requests are continuing in nature and include all documents and information prepared or received by you between the date of receipt of this request and the date of trial. Your responses to these requests should be supplemented not later than 30 days prior to any hearing addressing the merits of any parties' claims or defenses

11. Documents that in their original condition were stapled, clipped or otherwise fastened together shall be produced in such form. Documents responsive to each numbered paragraph are to be grouped by paragraph. If any portion of a document is responsive to this request, the entire document shall be produced. In order to facilitate review and avoid any possibility of misinterpretation, place all documents produced in file folders bearing the number of the paragraph to which they are responsive.

12. For each document you contend you are entitled to withhold, identify the document and state with specificity the reason for withholding. For any document withheld under a claim of privilege, state:

- a. The name and title of the author(s);
- b. The name and title of the person(s) to whom a copy of the document or its contents, or any part thereof, was sent or conveyed or to whom the document or a copy, or any part thereof was showed;
- c. Its date;
- d. The name and title of the person(s) to whom the document was addressed;
- e. The number of pages;
- f. A brief description of the subject matter;
- g. The nature of the privilege claimed;
- h. The paragraph(s) to which the document is otherwise responsive;
- i. The nature and basis of the privilege claimed.

13. If any document requested was formerly in the possession, custody or control of the recipient of these Requests for Production and has been lost or destroyed, the recipient is requested to submit in lieu of each document a written statement that:

- a. Describes in detail the nature of the document and its contents;
- b. Identifies the person who prepared or authorized the document and, if applicable, the person to whom the document was sent;
- c. Specifies the date upon which the document was prepared or transmitted or both;
- d. Specifies, to the extent possible, the date upon which the document was lost or destroyed, and, if destroyed, the conditions of or reasons for such destruction and the persons requesting and performing the destruction.

14. If an objection is made to any request herein, all documents covered by the request not subject to the objection should be produced. Similarly, if an objection is made to production of any portion of a document, the portion(s) subject to objection should be produced with the portion(s) objected to deleted and indicated clearly.

### **REQUESTS FOR PRODUCTION OF DOCUMENTS**

#### **REQUEST NO. 1:**

Produce copies of all documents and things referenced in Your answers to interrogatories served concurrently herewith.

#### **REQUEST NO. 2:**

Produce copies of all documents and things referred to or reviewed by You in preparing Your answers to interrogatories served concurrently herewith.

#### **REQUEST NO. 3:**

Produce copies of all documents and things that support or refute Your claimed date of first use in commerce of Your Mark with respect to each good/service for which The Mark was used.

#### **REQUEST NO. 4:**

Produce copies of all documents and things that support or refute Your continuous use of The Mark in commerce for all goods/services on which The Mark was used for the last 4 years.

#### **REQUEST NO. 5:**

Produce copies of all documents and things concerning the locations and geographic scope of use of The Mark in commerce for all goods/services on which The Mark was used since the last 4 years.

#### **REQUEST NO. 6:**

Produce copies of all documents and things evidencing Your current use

of The Mark:

- a) on all types of good the mark is currently used;
- b) documents evidencing the goods/services The Mark is used on,
- c) the location and geographic scope of sales,
- d) a representative sample of the type of consumer or entities to whom goods under The Mark are sold.

**REQUEST NO. 7:**

Produce copies of all documents and things concerning any periods of non-use of The Mark in commerce during the last 4 years.

**REQUEST NO. 8:**

Produce copies of all documents and things evidencing why The Mark was not used in commerce for any periods of non-use as identified in Request No. 7, above.

**REQUEST NO. 9:**

Produce copies of all labels The Mark was used on in commerce for the past 4 years, and all documents that support a claim of source identity.

**REQUEST NO. 10:**

Produce copies of all documents and things concerning all advertising, marketing and promotion of The Mark since 2006 to the present including all advertising materials, signage, brochures, direct mailings, media buys, tear sheets, Internet advertising, and television and radio scripts.

**REQUEST NO. 11:**

Produce copies of all documents and things concerning the channels of trade The Mark was used in since 2006 to the present.

**REQUEST NO. 12:**

Produce copies of all documents and things concerning all transfer of

rights in The Mark since its adoption and use to the present date including through licensing, and assignment of rights, and including Your acquisition of The Mark and any related rights.

**REQUEST NO. 13:**

Produce copies of all licensing, assignment and franchise agreements, and any other agreements in which rights in The Mark are transferred, from the date of The Mark's first use in commerce to the present.

**REQUEST NO. 14:**

Produce copies of all documents and things evidencing the type, demographics, characteristics, and specific interests of consumers targeted with Your Mark including, but not limited to, demographic reports or analysis, advertising and marketing plans, and specific interest publications from The Mark's date of first use to the present.

**REQUEST NO. 15:**

Produce copies of all documents and things evidencing the type, demographics, characteristics, or specific interests of consumers who actually purchased the goods/services offered under Your Mark from 2006 to the present.

**REQUEST NO. 16:**

Produce copies of all documents and things concerning your advertising, marketing and promotional budgets for The Mark from 2006 to the present identifying the date of each document or thing produced.

**REQUEST NO. 17:**

Produce complete and accurate copies of all documents, materials and things evidencing or relating to Your actual gross sales for each product or service offered by You under Your Mark from 2006 to the present.

**REQUEST NO. 18:**

Produce copies of all documents and things evidencing an intent by You,



or by others, to use The Mark in commerce at any future date.

**REQUEST NO. 19:**

Produce copies of all documents and things concerning all investigations conducted by You, or by any predecessor-in-interest, regarding third party use of the Cinq mark.

**REQUEST NO. 20:**

Produce copies of all documents and things to You from third parties concerning Your use of The Mark in commerce including, but not limited to, any cease and desist letters, requests for licenses, or investigations into Your use of The Mark.

**REQUEST NO. 21:**

Produce copies of all documents and things concerning any use of, or intent to use, The Mark for goods and services other than those identified in Your federal registration of The Mark.

**REQUEST NO. 22:**

Produce complete and accurate copies of all documents, materials and things demonstrating that Your Mark creates a public perception that the mark is an indicator of source of origin.

**REQUEST NO. 23:**

Produce complete and accurate copies of all documents, materials and things evidencing and/or relating to all investigations You have performed.

**REQUEST NO. 24:**

Produce all expert opinions regarding the merits of Your claims and/or defenses against Cinque Moda.

**REQUEST NO. 25:**

Produce copies of all documents and things in Your possession and/or control that support your claim of superior rights in a Cinque mark for goods/services in international class 25.

A handwritten signature in black ink, appearing to read 'Ursula B. Day', written over a horizontal line.

Ursula B. Day  
Attorney for Applicant  
708 Third Avenue, Suite 1501  
New York, NY 10017  
Tel. (212) 904-1915  
Fax (212) 244-2233

Dated: September 23, 2010  
UBD:gm

## EXHIBIT 2

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

**In re: Reg. No. 3,104,426**

Cinque Moda GmbH	)	DOCKET No.: TM/CINQUE
	)	
Petitioner,	)	CANCELLATION NO. 92052576
	)	
vs.	)	
	)	
LESTER M. GRIFFIN	)	
LAVANIEL W. GRIFFIN, A California	)	
Partnership	)	
	)	
Respondent.	)	
	)	

---

Trademark Trial and Appeal Board  
U.S. Patent and Trademark Office  
P.O. Box 1451  
Alexandria, VA 22313-1451

**PROPOUNDING PARTY: CINQUE MODA GmbH**

**RESPONDING PARTY: LESTER M. GRIFFIN**

**SET NUMBER: ONE**

Pursuant to Rule 34, of the Federal Rules of Civil Procedure, and 37 C.F.R. 2,120,  
LESTER M. GRIFFIN, ("Griffin") responds to Request for Production as follows:

RESPONSE TO REQUEST FOR PRODUCTION OF DOCUMENTS

## PREAMBLE

It should be noted that this responding party has not fully completed an investigation of the facts, has not fully completed discovery, and has not completed preparation for trial. All of the responses and documents contained herein are based only upon such information and documents which are presently available to and specifically known to this responding party. It is anticipated that further discovery, independent investigation, legal research and analysis will supply additional facts, add meaning to the known facts as well as establish entirely new factual conclusions and legal contentions, all of which may lead to substantial addition to, changes in and variations from the contentions herein set forth.

The following responses are given without prejudice to responding party's right to produce evidence of a subsequently discovered fact or facts which this responding party may later recall. Responding party accordingly reserves the right to provide additional responses as additional facts are ascertained and/or analyses are made. The response provided herein is made in a good faith effort to supply as much factual information as is presently known but should in no way be to the prejudice of responding party in relation to further discovery, research or analysis.

\\

\\

\\

\\

\\

\\

**RESPONSE TO REQUEST NO. 1**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 2**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 3**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 4**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 5**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 2.

**RESPONSE TO REQUEST NO. 6**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 7**

No such documents exist.

**RESPONSE TO REQUEST NO. 8**

No such documents exist.

**RESPONSE TO REQUEST NO. 9**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 3.

**RESPONSE TO REQUEST NO. 10**

No such documents exist.

**RESPONSE TO REQUEST NO. 11**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 2.

**RESPONSE TO REQUEST NO. 12**

No such documents exist.

**RESPONSE TO REQUEST NO. 13**

No such documents exist.

**RESPONSE TO REQUEST NO. 14**

No such documents exist.

**RESPONSE TO REQUEST NO. 15**

No such documents exist.

**RESPONSE TO REQUEST NO. 16**

No such documents exist.

**RESPONSE TO REQUEST NO. 17**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 4.

**RESPONSE TO REQUEST NO. 18**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 19**

No such documents exist.

**RESPONSE TO REQUEST NO. 20**

Respondent has conducted a reasonable search and believes responsive documents exist but cannot be located.

**RESPONSE TO REQUEST NO. 21**

No such documents exist.

**RESPONSE TO REQUEST NO. 22**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

**RESPONSE TO REQUEST NO. 23**

No such documents exist.

**RESPONSE TO REQUEST NO. 24**

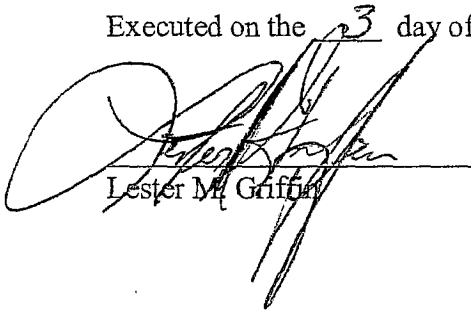
No such documents exist.

**RESPONSE TO REQUEST NO. 25**

Respondent has conducted a reasonable search and such documents are attached as Exhibit 1.

I declare under penalty of perjury that the foregoing Response to Request for Production of Documents is true and correct.

Executed on the 3 day of December 2010.



Lester M. Griffin



## Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

X Walter D. Owens Jr. the "Seller", and Lester Griffin  
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %

to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 7 years to date from  
days Signed Agreement.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

X Walter D. Owens Jr. do hereby agree to the terms set forth in this agreement.  
Print Seller's Name

X [Signature]  
Seller's Signature

4-1-2004  
Date

I, Lester Griffin do hereby agree to the terms set forth in this agreement.  
Print Consignee's Name

[Signature]  
Consignee's Signature

4/1/2004  
Date

Courtesy of CandleBusinessCorner.com - The candle making business resource

## Consignment Agreement Form

Page 1 of 1

## Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

Corse Mason Emparel the "Seller", and Lester Griffin  
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %

to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 365 days.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

I, Ramel Paez "Lucky" do hereby agree to the terms set forth in this agreement.  
Print Seller's Name

[Signature]  
Seller's Signature

8-14-10  
Date

I, Lester Griffin Lavanuel Griffin do hereby agree to the terms set forth in this agreement.  
Print Consignee's Name

[Signature]  
Consignee's Signature

8/14/10  
Date

Courtesy of CandleBusinessCorner.com - The candle making business resource

## Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

X HomeTownProds.com/Robert Roach, the "Seller", and Lester Griffin  
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %  
to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 365 days.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

I, Robert Roach do hereby agree to the terms set forth in this agreement.  
Print Seller's Name

[Signature]  
Seller's Signature

8/14/10  
Date

I, Lester Griffin Luanne Griffin do hereby agree to the terms set forth in this agreement.  
Print Consignee's Name

[Signature]  
Consignee's Signature

8/14/10  
Date

Courtesy of CandleBusinessCorner.com - The candle making business resource

## Consignment Agreement

As of the date of the signing of this contract, an agreement has been made between

\_\_\_\_\_, the "Seller", and Lester Griffin  
name of shop/owner individual/business bringing in product

also known as the "Consignee". Both parties agree to the following:

The Seller agrees to display the agreed upon item(s) in a prominent area of his/her place of business.

The Seller is entitled to retain 35 % of the purchase price of each sale.

The Seller shall submit a check for the full amount of the purchase price, less the agreed upon 65 %  
to the consignee within 60 days of receipt of sale.

The Seller agrees to obtain the price set by the consignee per each item sold, and will take no less than the purchase price for the consigned merchandise unless otherwise agreed upon in writing, by both parties.

The Seller has proven to the Consignee that he/she maintains insurance for any theft or damage that may occur, and agrees that while the consigned merchandise is in his/her possession, it will be covered by said insurance.

The Consignee agrees to leave merchandise with the Seller for a minimum of 365 days.

The Consignee agrees to present only high quality product to the Seller, and agrees to replace any item that has been flawed or damaged by the Consignee during the manufacturing process.

All remaining unsold merchandise at the end of the consignment period shall be evaluated by both the Seller and Consignee. If a decision is made by the Consignee to remove the said merchandise, the Consignee is responsible for any delivery costs incurred for doing so. All marketing merchandise including brochures, pamphlets, displays, and so forth will also be removed at the time the said merchandise is removed, unless otherwise agreed upon by the Seller and Consignee.

Teal Marchande do hereby agree to the terms set forth in this agreement.  
Print Seller's Name

[Signature] 8-23-10  
Seller's Signature Date

Lester Griffin Laverie Griffin do hereby agree to the terms set forth in this agreement.  
Print Consignee's Name

[Signature] 8/19/10  
Consignee's Signature Date

Courtesy of [CandleBusinessCorner.com](http://www.candlebusinesscorner.com) - The candle making business resource

BARRY KAY ENTERPRISES, INC  
6027 ETIWANDA AVENUE  
TARZANA, CA 91356

# Sales Receipt

Date

Sale No.

2/16/2006

1016

Sold To

LESTER GRIFFIN

	Check No.	Payment Method	Project
	515	Check	
Description	Qty	Rate	Amount
		106.24	106.24T

**Subtotal** \$106.24

**Sales Tax (8.25%)** \$8.76

**Total** \$115.00

BARRY KAY ENTERPRISES, INC

6027 ETIWANDA AVENUE  
TARZANA, CA 91356

# Sales Receipt

Date

Sale No.

2/24/2006

1027

Sold To

LESTER GRIFFIN

Check No.

Payment Method

Project

518

Check

Description

Qty

Rate

Amount

92.38

92.38T

**Subtotal**

\$92.38

**Sales Tax (8.25%)**

\$7.62

**Total**

\$100.00

# Coastline Graphics

COASTLINE GRAPHICS  
22414 S. Avalon Blvd.  
Carson, CA 90745  
(310) 830-1190 - Phone  
(310) 834-6745 - Fax  
CA

## Invoice

DATE	INVOICE #
06/22/2010	7801
TERMS	DUE DATE
Due on receipt	06/22/2010

<b>BILL TO:</b>
Lester Griffin

AMOUNT DUE	ENCLOSED
\$128.55	

✂ Please detach top portion and return with your payment. ✂

Date	Activity	Amount
06/22/2010	PRINTED PRODUCT - Cinque Job. Gilden 64000 With 1 Color Print On Center Chest & 1 Color Print On Back Neck. Pink With Black Print - 10-M Black With White Print - 10-M, 20 @ \$9.00	180.00
06/22/2010	SCREEN CHARGE, 2 @ \$30.00	60.00

PAYMENT DUE UPON RECEIPT. Cash, Check, Credit Card. Report any qty. discrepancies within 24 hours and wear discrepancies within 1 week. Garments should be cleaned inside-out. Coastline Graphics is not responsible for the sizing or coloring of garments.

SUBTOTAL	\$240.0
TAX (9.75%)	\$17.5
TOTAL	\$257.5
DEPOSIT	\$129.0
BALANCE DUE	\$128.5

# KATHY'S UNIFORMS

1870 W. CARSON ST. Suite "F"

TORRANCE, CA 90501

PH: (310) 320-6437 FAX: (310) 320-6510

## PURCHASE ORDER

020340

REQ. NO.

DATE

5/15/05

TO

Lester

ADDRESS

SHIP TO

325-6615

ADDRESS

FOR	DATE REQUIRED	HOW SHIP	TERMS
Request	5/15/05		
QUANTITY	PLEASE SUPPLY ITEMS LISTED BELOW	PRICE	UNIT
1	digitizing dvk fee	75.00	
2			
3	Cinque		
4	Freedom		
5			
6			
7			
8			
9			
10	35.00 Rep. CH #529		
11			
12			

### IMPORTANT

OUR ORDER NUMBER MUST APPEAR ON ALL INVOICES-PACKAGES, ETC.

PLEASE NOTIFY US IMMEDIATELY IF YOU ARE UNABLE TO SHIP COMPLETE ORDER BY DATE SPECIFIED.

PLEASE SEND \_\_\_\_\_ COPIES OF YOUR INVOICE

PURCHASE AGENT



**RECEIPT**

DATE	12-1-2009		No.	498820
FROM	Lester & Lorraine Griffin		\$	750.00
Seven Hundred & Fifty & 00/100 DOLLARS				
FOR RENT	Cinque T-Shirts (1 Box)			
OR	Queens Community Development Group			
ACCT.			<input type="radio"/> CASH	FROM _____ TO _____
PAID	750	00	<input type="radio"/> CHECK	
DUE			<input type="radio"/> MONEY ORDER	BY <i>Lester Griffin</i>

**RECEIPT**

DATE	5-3-2010		No.	498814
FROM	Lester Griffin / Lorraine Griffin		\$	750.00
Seven Hundred & Fifty & 00/100 DOLLARS				
FOR RENT	Cinque T-Shirts (1 Box)			
OR	Queens Community Development Group			
ACCT.			<input type="radio"/> CASH	FROM _____ TO _____
PAID	750	00	<input type="radio"/> CHECK	
DUE			<input type="radio"/> MONEY ORDER	BY <i>Lester Griffin</i>

**RECEIPT**

DATE	2-2-2010		No.	498823
FROM	Lorraine & Lester Griffin		\$	750.00
Seven Hundred & Fifty dollars & 00/100 DOLLARS				
FOR RENT	Cinque T-Shirts (1 Box)			
OR	Queens Community Development Group			
ACCT.			<input type="radio"/> CASH	FROM _____ TO _____
PAID	750	00	<input type="radio"/> CHECK	
DUE			<input type="radio"/> MONEY ORDER	BY <i>Lester Griffin</i>

File

123173

863 8186

CUSTOMER'S ORDER NO.		DATE				
NAME		7/7/10				
ADDRESS		Levario 1 Grande				
CITY, STATE, ZIP		772 La B. 10 Do				
CITY, STATE, ZIP		310 094997				
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION				PRICE	AMOUNT
1	214 W 223 1d				54	
2	10-500 C-1					
3	907445					
4						
5						
6	Whit 1001					
7	Fridge				105.0	
8	10-500 C-1					
9	10-500 C-1					
10	10-500 C-1					
11	10-500 C-1					
12	10-500 C-1					
RECEIVED BY						

**SCHEDULE C-EZ**  
(Form 1040)Department of the Treasury  
Internal Revenue Service**Net Profit From Business**  
(Sole Proprietorship)

Partnerships, joint ventures, etc., must file Form 1065 or 1065-B.  
 Attach to Form 1040, 1040NR, or 1041. See instructions.

OMB No. 1545-0074

**2006**Attachment  
Sequence No. **09A**

Name of proprietor

**Lester Griffin**

Social security number (SSN)

**325-76-4046****General Information**

You May Use  
Schedule C-EZ  
Instead of  
Schedule C  
Only If You:

- Had business expenses of \$5,000 or less.
- Use the cash method of accounting.
- Did not have an inventory at any time during the year.
- Did not have a net loss from your business.
- Had only one business as either a sole proprietor or statutory employee.

**And You:**

- Had no employees during the year.
- Are not required to file Form 4562, Depreciation and Amortization, for this business. See the instructions for Schedule C, line 13, to find out if you must file.
- Do not deduct expenses for business use of your home.
- Do not have prior year unallowed passive activity losses from this business.

**A** Principal business or profession, including product or service**Directing / Sales****B** Enter code from instructions

711510

**C** Business name. If no separate business name, leave blank.**D** Employer ID number (EIN), if any**E** Business address (including suite or room number). Address not required if same as on page 1 of your tax return.

City, town or post office, state, and ZIP code

**Figure Your Net Profit**

<b>1</b> Gross receipts. Caution. If this income was reported to you on Form W-2 and the 'Statutory employee' box on that form was checked, see <b>Statutory Employees</b> in the instructions for Schedule C, line 1, and check here <input type="checkbox"/>	<b>1</b>	<b>750.</b>
<b>2</b> Total expenses (see instructions). If more than \$5,000, you must use Schedule C	<b>2</b>	<b>500.</b>
<b>3</b> Net profit. Subtract line 2 from line 1. If less than zero, you must use Schedule C. Enter on Form 1040, line 12, and on Schedule SE, line 2, or on Form 1040NR, line 13. (Statutory employees do not report this amount on Schedule SE, line 2. Estates and trusts, enter on Form 1041, line 3.)	<b>3</b>	<b>250.</b>

**Information on Your Vehicle.** Complete this part **only** if you are claiming car or truck expenses on line 2.**4** When did you place your vehicle in service for business purposes? (month, day, year) \_\_\_\_\_**5** Of the total number of miles you drove your vehicle during 2006, enter the number of miles you used your vehicle for:

**a** Business \_\_\_\_\_ **b** Commuting (see instructions) \_\_\_\_\_ **c** Other \_\_\_\_\_

**6** Do you (or your spouse) have another vehicle available for personal use? ☐ Yes ☐ No**7** Was your vehicle available for personal use during off-duty hours? ☐ Yes ☐ No**8a** Do you have evidence to support your deduction? ☐ Yes ☐ No**b** If 'Yes,' is the evidence written? ☐ Yes ☐ No**BAA** For Paperwork Reduction Act Notice, see instructions.

Schedule C-EZ (Form 1040) 2006

Cinque

Cinque







Cinque

50%  
OFF

**EXHIBIT 3**



# CORPORATE MASTER PAGE

## Greetings,

Welcome to what will eventually be the Hometown Productions' overall main page. It'll give all of you a clear, comprehensive & honestly concise reading of the various creative commodities & media in which we work.

Obviously, this section is still under construction. Nonetheless, a lot of info vis-à-vis Hometown Productions' creative commodity can be found in Robert Roach's portfolio web pages.

Please feel free to wander there. Feedback is welcome.

For business/creative inquiries, please contact ROBERT ROACH



ROBERT ROACH  
PRO PORTFOLIO



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In the matter of trademark Registration No.  
For the mark CINQUE 3,104,426

Date registered:

-----	X	
Cinque Moda GmbH	)	
	)	
Petitioner,	)	
	)	
vs.	)	
	)	Cancellation No. 92052576
Lester M. Griffin	)	
Lavaniel W. Griffin	)	
A California Partnership	)	
	)	
Respondent.	)	
-----	X	

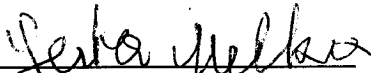
**Certificate of Service**

This is to certify that on January 19, 2012 a true copy of

**PETITIONER'S NOTICE OF RELIANCE INCLUDING DECLARATION OF  
URSULA B. DAY**

was sent to the respondent in the case by mailing in a sealed, first-class postage-prepaid envelope, addressed to the last-known office address of the respondent, and deposited with the United States Postal Service at New York City to:

Lester Griffin  
314 West 223 Street #12  
Carson, CA 90745

  
Gerta Melka

UBD:gm